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Attorneys for Plaintiff Baseprotect USA, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BASEPROTECT USA, INC.,

Plaintiff,

v.

SWARM #06159, a joint enterprise, and
JOHN DOES 1-NA, such persons being
presently unknown participants and
members of the joint enterprise,

Defendants.

Civ. Action No. 2:11-cv-7288(SDW)(MCA)

DECLARATION OF DAVID FARRIS

I, **DAVID FARRIS**, have personal knowledge of the facts stated below and, under penalty of perjury under the laws of the Federal Republic Germany, hereby declare:

1. I am the USA key account manager of Baseprotect GmbH, the parent company of Baseprotect USA, Inc. (collectively "Baseprotect"). I submit this Declaration in support of the application of Century Media Records Ltd. for a Preliminary Injunction.

2. I am fully familiar with the company's operations in the United States and the technology at issue in this lawsuit. This Declaration is based on my personal knowledge, and if called upon to do so, I would be prepared to testify as to its truth and accuracy.

3. Baseprotect USA, Inc. is a New Jersey Corporation with its principal place of business at 100 Springfield Avenue, Union, New Jersey 07081. Baseprotect USA, Inc. is a wholly-owned subsidiary of Baseprotect GmbH, Ltd.

THE ROLE OF BASEPROTECT

4. Baseprotect is a digital rights enforcement company in the business of protecting the holders of valid copyrights from competition from unlawful distribution of pirated copies of copyrighted works. Baseprotect monitors digital distribution of the copyrighted works of its clients both on peer-to-peer networks and from direct download and streaming web sites. Baseprotect is frequently engaged by copyright holders to protect the value of the copyrighted work from being damaged through distribution of pirated copies.

5. Baseprotect, under contract with copyright holders, identifies infringing activity on the Internet, in particular unlawful distribution of pirated works, and collects evidence that identifies the infringers and the dates and the times of unlawful distribution. This information is often used to assist the copyright holder to pursue infringement actions. Baseprotect principally provides these services to owners of copyrights covering movies, music, and computer software.

6. A true and accurate copy of information related to the infringing acts at issue in this case is attached hereto as **Exhibit A**. A true and accurate copy of the application for copyright registration of the movie Weekend is attached hereto as **Exhibit B**. A true and accurate copy of the agreement between Cezar 10 and Baseprotect is attached hereto as **Exhibit C**.

BACKGROUND

Torrent Technology

7. The Internet is a collection of interconnected computers and computer networks that communicate with each other, thereby facilitating the unbridled communication of millions of people worldwide. These communications can and do include piracy of music and motion pictures. Once a sound or motion picture recording is formatted into a digital copy, that file can

be replicated and distributed over the Internet an unlimited amount of times without significant degradation in picture or sound quality.

8. The unlawful distribution of copyrighted sound recordings and motion pictures often occurs over the Internet occurs via “peer-to-peer” (“P2P”) networks. In the instant matter, pirated copies of the movie Weekend have been and continue to be distributed and redistributed in violation of the rights of the copyright holder among P2P network users using a Bit Torrent Protocol (“torrent”).

9. The torrent protocol creates a network of computers, Internet connections and network equipment that permits the torrent members, regardless of limited uploading and downloading capabilities, to participate in transferring large amounts of data across the torrent network. (This type of P2P network using Bit Torrent technology is called a “torrent” or a “swarm.”) Each user in a torrent acts as both a file server and a network node, storing, offering to distribute and distributing content to any user that connects to the torrent.

Operation of a Torrent Network

10. In a torrent, the initial file provider chooses to distribute a file with torrent technology. This initial file is called a “seed.” The torrent software assigns the file to be shared a unique alpha-numeric number, known as the “hash,” that will be used to identify that particular file to other torrent users and breaks the file into hundreds or thousands smaller files. Other users, known as “peers” can then join the P2P network and connect to the seed file in order to download the work to their own computers.

11. Prior to the introduction of torrent technology, a user needed to download the entire file from only one other user and that user had to make the entire file available for downloading. Torrent technology, however, breaks the files into small pieces and allows

simultaneous uploading and downloading of the pieces between and among the torrent users. Thus, the torrent protocol provided a quantum advance in the ability of Internet users to virally distribute digital content across the Internet and to do so with the appearance of anonymity.

12. Any individual that distributes works on a torrent must take several affirmative steps to join the torrent and begin distribution. First, the individual must install a torrent client, which is a program installed on an individual computer to manage torrent distribution. The user must also locate the torrent, which most often is done through “torrent trackers” – web sites that identify and advertise torrents from which content can be downloaded.

13. Each individual that joins the torrent begins to receive pieces of the file from other users while at the same time offering the content that they have downloaded to other members of the torrent. In this manner, each person who joins a torrent by beginning to download content becomes a file server for the torrent network. Each Internet service account in a torrent becomes a provider of network communications to the torrent. Most importantly, the torrent protocol requires that users distribute the content stored on their computer across the torrent network created by torrent software.¹

14. This piecemeal distribution network of users distributing the same content, in this case a movie, is referred to as a “swarm.” The swarm is a *discrete* network that distributes content virally across the Internet. Within hours, a torrent can distribute content to tens or even hundreds of thousands of users because there is no technical limit on the ability of the torrent to expand to encompass new users, new file servers and new points of network communications.

¹ Torrent software will permit “leeches,” the name given to torrent members who download but do not offer content to the torrent. A torrent, however, is ineffective if there are insufficient Swarm members

Detection of Illegal File-Sharing

15. Because torrents do not require a central server, or other subscription requirement, torrents operate through the actions of “anonymous” users. Torrents and their users can be detected and monitored, however, and conclusive evidence of distribution of a particular work by the torrent and by its individual members/operators is available through monitoring technology. This monitoring technology is the basis of the digital rights enforcement services offered by Baseprotect.

16. Baseprotect begins the process of digital enforcement by identifying the unique copies of the copyrighted work that are being shared on the network according to their unique hash. Baseprotect uses automated Internet crawling technology and manual searches to discover the existence of new hashes and the related swarms sharing the file.

17. In this case, Baseprotect identified a unique copy of the work Weekend with the unique alpha-numeric hash 06159132D21BBC88ED40B6E51278879F2725243F that was being distributed by the Defendant torrent network. Once Baseprotect identified the unique file being distributed by the torrent swarm, a complete copy of the work was downloaded and manually inspected to ensure that it is, in fact, the copyrighted work.

18. Once the Swarm was identified, Baseprotect’s servers then connected to the Swarm to record information about the participants and confirm that they were engaged in distribution of the work. The Swarm participants can be identified by the Internet Protocol (“IP”) address assigned to their Internet service account by their Internet Service Provider (“ISP”). Baseprotect confirms that the user of the Internet service account is in fact engaged in

offering the file for distribution. The issue, however, is not relevant to this application as each of the individual Doe Defendants are confirmed distributors of the work.

unlawful distribution of the work by downloading a portion of the file directly from each of the Swarm participants that it identifies.

19. During monitoring, Baseprotect's servers are able to collect and record the following information about the Swarm and the individual members: The size of the Swarm (based on the number of connected servers); the date and time of distribution by individual members; the individual IP address from which the distribution occurred; the specific torrent program used by the Swarm member; the identity of the file offered for distribution; the size of the file offered for distribution, the fact that the file was, in fact, available for download, the GUID code (a unique machine-specific code incorporating information about the software used, IP address and network card used to communicate with the network) and, in most cases, the port number used by the computer from which the work was distributed.

20. Baseprotect's data is stored in databases. Baseprotect then identifies the ISP that provided the Internet connection and the city and state associated with the particular IP address. This information can then be used by the ISPs to identify the specific account holders. In addition, Baseprotect and the attorneys engaged to prosecute copyright infringement actions perform extensive manual review of the data to determine the location of the individual Defendants using geo-location databases.

21. Baseprotect's monitoring services adhere in all material respects to the protocols established by the Motion Picture Association of America (MPAA) and Recording Industry Association of America (RIAA). These protocols are used by these trade associations to reliably detect piracy on torrents.

Defendants Role in the Unauthorized Distribution

22. Baseprotect's monitoring process conclusively identifies unauthorized distribution. By downloading from each of the individual Defendants' computers, we establish that the work was in fact being distributed from that IP address at the date and time recorded by our servers. The evidence establishes (1) the existence of a pirate copy of the work stored on a computer connected to the Internet at that IP address and (2) that the work was in fact being distributed from the computer connected to the Internet at that IP address.

23. As discussed above, the Defendants, both the Swarm 06159 and its individual members, engaged in the unauthorized distribution of Weekend in direct competition with authorized distributors. Baseprotect identified the individual IP accounts from which the distribution occurred as of the date and time on which distribution was observed. In addition, a portion of the copyrighted work downloaded from that address and other information was recorded about the distributor. It is not possible, however, to determine with accuracy whether the same users continue to distribute the work. This is because the vast majority of Internet service accounts use IP addresses that are dynamically assigned and which are changed by the IP periodically. IP addresses that do not change ("static IPs") are generally only used for commercial accounts. Thus, an individual member of the Swarm may be observed on different occasions distributing the work from different IP addresses and duplicate results are relatively commonplace. As long as the work remains in the member's torrent client and the member's computer is connected to the Internet, unlawful distribution continues.

24. The Swarm identified in **Exhibit A** is the specific network comprised of peers on the P2P network, each of which, individually and collectively, are conclusively known to have engaged in the distribution of Weekend.

25. The Doe Defendants identified in **Exhibit A** are all known to have participated in and thus operated the Swarm identified in **Exhibit A**. Thus each perpetuated the unlawful distribution for as long as they were – or are – members of the Swarm and as long as their “always on” cable Internet connection remains connected to the Internet and their computer exposes the work for distribution. (In fact, the website for Bit Torrent, the most popular torrent client, contains a user’s manual that encourages users to remain connected to the torrent to offer the file to others after their download is complete.)

The Need for Injunctive Relief

26. The Defendant in this case is, in first instance, the specific Swarm identified by its hash number 06159132D21BBC88ED40B6E51278879F2725243F, which Baseprotect has identified through its P2P monitoring software, manual inspection, and ongoing surveillance. See **Exhibit A**. As of the date of this Declaration, the Swarm continues to operate and distribute without authorization the copyrighted work that is the subject of this lawsuit.


27. Baseprotect has further identified the Swarm members who distributed the copyrighted work at the dates and times set forth in **Exhibit A**. At this point, Baseprotect is only able to identify these users by their IP addresses and not their actual identities.

28. Because each Swarm is comprised of its individual members and their computer and communications equipment, there is no single information source from which the identities of Defendants can be secured. A copyright holder seeking to prevent infringement of its work on torrents and bring infringement claims against the distributors can only obtain the true identity of the distributors through the issuance of subpoenas to the ISPs that provided the Internet connection.

29. Without a preliminary injunction, the Swarms and their members will continue to infringe the right of distribution of the copyright holder and to compete with authorized distributors. In order to continue the distribution, they need only turn on the computer and connect to the Internet. Moreover, Baseprotect's experience is also that some owners of Internet service accounts do not password protect their wireless network routers. These open networks can be used by third parties to distribute pirated copies of copyrighted works and unless they are enjoined (and place a password on their wireless network router), the practice will continue.

Under penalties of perjury, I declare that the foregoing statements made by me are true and correct.

DATED: June 4, 2012



David Farris

EXHIBIT A

John Doe #	ISP	IP Address	Date & Time (UTC)	File Hash	City	State
WKND06159 - 1	Comcast Cable	67.164.17.15	2011.10.25 08:37 AM	06159132D21BBC88ED40B6E51278879F2725243F	San Francisco	CA
WKND06159 - 2	Comcast Cable	24.8.6.230	2011.11.10 02:23 AM	06159132D21BBC88ED40B6E51278879F2725243F	Aurora	CO
WKND06159 - 3	Comcast Cable	68.37.23.156	2011.11.03 08:09 PM	06159132D21BBC88ED40B6E51278879F2725243F	Newark	DE
WKND06159 - 4	Comcast Cable	67.191.19.199	2011.11.07 11:05 AM	06159132D21BBC88ED40B6E51278879F2725243F	Lake Worth	FL
WKND06159 - 5	Comcast Cable	98.223.93.53	2011.10.21 06:30 PM	06159132D21BBC88ED40B6E51278879F2725243F	Chicago	IL
WKND06159 - 6	Comcast Cable	24.13.138.223	2011.10.28 07:36 PM	06159132D21BBC88ED40B6E51278879F2725243F	Chicago	IL
WKND06159 - 7	Comcast Cable	24.1.71.1	2011.11.19 03:20 AM	06159132D21BBC88ED40B6E51278879F2725243F	Wood Dale	IL
WKND06159 - 8	Comcast Cable	69.248.171.131	2011.10.11 02:25 PM	06159132D21BBC88ED40B6E51278879F2725243F	Absecon	NJ
WKND06159 - 9	Comcast Cable	68.32.157.133	2011.11.02 03:43 AM	06159132D21BBC88ED40B6E51278879F2725243F	Jersey City	NJ
WKND06159 - 10	Cox Communications	68.100.34.174	2011.10.12 01:25 AM	06159132D21BBC88ED40B6E51278879F2725243F	Alexandria	VA
WKND06159 - 11	Embarq Corporation	138.210.168.178	2011.11.06 10:31 AM	06159132D21BBC88ED40B6E51278879F2725243F	Chemult	OR
WKND06159 - 12	Optimum Online	67.82.77.254	2011.10.22 04:21 PM	06159132D21BBC88ED40B6E51278879F2725243F	Pompton Plains	NJ
WKND06159 - 13	Optimum Online	68.194.80.174	2011.10.10 12:22 PM	06159132D21BBC88ED40B6E51278879F2725243F	Aquebogue	NY
WKND06159 - 14	Optimum Online	69.124.11.75	2011.11.04 08:40 AM	06159132D21BBC88ED40B6E51278879F2725243F	Bronx	NY
WKND06159 - 15	Optimum Online	24.187.255.202	2011.10.22 03:20 PM	06159132D21BBC88ED40B6E51278879F2725243F	Riverhead	NY
WKND06159 - 16	Optimum Online	24.47.176.28	2011.10.22 02:59 PM	06159132D21BBC88ED40B6E51278879F2725243F	West Babylon	NY
WKND06159 - 17	Optimum Online	69.118.211.202	2011.10.24 02:31 PM	06159132D21BBC88ED40B6E51278879F2725243F	White Plains	NY
WKND06159 - 18	Qwest Communications	174.29.68.247	2011.10.22 07:45 AM	06159132D21BBC88ED40B6E51278879F2725243F	Denver	CO
WKND06159 - 19	Qwest Communications	174.29.71.156	2011.11.04 02:41 AM	06159132D21BBC88ED40B6E51278879F2725243F	Denver	CO
WKND06159 - 20	Qwest Communications	67.40.131.206	2011.11.16 01:21 AM	06159132D21BBC88ED40B6E51278879F2725243F	Denver	CO
WKND06159 - 21	Road Runner	24.193.75.35	2011.10.06 07:48 AM	06159132D21BBC88ED40B6E51278879F2725243F	Forest Hills	NY
WKND06159 - 22	Road Runner	75.187.88.170	2011.11.04 07:25 AM	06159132D21BBC88ED40B6E51278879F2725243F	Fremont	OH
WKND06159 - 23	SBC Internet Services	108.209.56.252	2011.11.09 11:35 PM	06159132D21BBC88ED40B6E51278879F2725243F		
WKND06159 - 24	SBC Internet Services	108.81.147.212	2011.10.06 07:43 AM	06159132D21BBC88ED40B6E51278879F2725243F	Chicago	IL
WKND06159 - 25	SBC Internet Services	99.50.162.187	2011.10.29 05:07 AM	06159132D21BBC88ED40B6E51278879F2725243F	Des Plaines	IL
WKND06159 - 26	SBC Internet Services	76.239.31.191	2011.11.09 04:36 AM	06159132D21BBC88ED40B6E51278879F2725243F	Des Plaines	IL
WKND06159 - 27	SBC Internet Services	76.239.31.136	2011.11.11 02:32 AM	06159132D21BBC88ED40B6E51278879F2725243F	Des Plaines	IL
WKND06159 - 28	SBC Internet Services	99.66.255.188	2011.10.21 11:17 PM	06159132D21BBC88ED40B6E51278879F2725243F	Joliet	IL
WKND06159 - 29	SBC Internet Services	99.41.241.80	2011.11.03 11:40 PM	06159132D21BBC88ED40B6E51278879F2725243F	Joliet	IL
WKND06159 - 30	SBC Internet Services	99.29.141.164	2011.11.05 11:59 AM	06159132D21BBC88ED40B6E51278879F2725243F	Joliet	IL
WKND06159 - 31	SBC Internet Services	99.41.241.44	2011.11.21 04:07 PM	06159132D21BBC88ED40B6E51278879F2725243F	Joliet	IL
WKND06159 - 32	SBC Internet Services	99.26.84.223	2011.10.06 01:34 PM	06159132D21BBC88ED40B6E51278879F2725243F	Oak Forest	IL
WKND06159 - 33	SBC Internet Services	75.49.210.197	2011.11.08 12:52 AM	06159132D21BBC88ED40B6E51278879F2725243F	Palatine	IL
WKND06159 - 34	SBC Internet Services	99.73.105.4	2011.11.11 04:32 AM	06159132D21BBC88ED40B6E51278879F2725243F	Plainfield	IL
WKND06159 - 35	SBC Internet Services	99.29.142.217	2011.10.06 10:52 AM	06159132D21BBC88ED40B6E51278879F2725243F	Romeoville	IL
WKND06159 - 36	SBC Internet Services	75.57.208.131	2011.10.21 10:11 PM	06159132D21BBC88ED40B6E51278879F2725243F	Romeoville	IL
WKND06159 - 37	SBC Internet Services	99.29.142.231	2011.10.29 03:14 AM	06159132D21BBC88ED40B6E51278879F2725243F	Romeoville	IL
WKND06159 - 38	Verizon Internet Services	108.49.78.20	2011.11.03 09:13 PM	06159132D21BBC88ED40B6E51278879F2725243F	Randolph	MA

WKND06159 - 39	Verizon Internet Services	173.63.95.194	2011.11.05 12:46 AM	06159132D21BBC88ED40B6E51278879F2725243F	Somerville	NJ
WKND06159 - 40	Verizon Internet Services	108.41.162.52	2011.10.06 08:23 AM	06159132D21BBC88ED40B6E51278879F2725243F	Brooklyn	NY
WKND06159 - 41	Verizon Internet Services	96.250.106.168	2011.10.29 12:57 AM	06159132D21BBC88ED40B6E51278879F2725243F	Malverne	NY
WKND06159 - 42	Verizon Internet Services	98.116.199.208	2011.10.22 04:19 AM	06159132D21BBC88ED40B6E51278879F2725243F	Oceanside	NY

EXHIBIT B

-APPLICATION-

Title _____

Title of Work: Weekend

Completion/Publication _____

Year of Completion: 2010

Date of 1st Publication: January 5, 2011

Nation of 1st Publication: Poland

Author _____

■ **Author:** Cezar 10

Author Created: production/producer

Work made for hire: Yes

Citizen of: Poland

Domiciled in: Poland

■ **Author:** Leslaw Kazmierczak

Author Created: script/screenplay

Work made for hire: No

Citizen of: Poland

Domiciled in: Poland

■ **Author:** Cezary Pazura

Author Created: direction/director, production/producer

Work made for hire: No

Citizen of: Poland

Domiciled in: Poland

■ **Author:** Grzegorz Kuczeriszka

Author Created: Director of Photography

Citizen of: Poland

Domiciled in: Poland

Copyright claimant _____

Copyright Claimant: Cezar 10

Chelmska 21 bud 4A lok. 119, Warsaw, 00-724, Poland

Rights and Permissions

Organization Name: Cezar 10

Address: Chelmska 21 bud 4A lok 119
Warsaw, 00-724 Poland

Certification

Name: Cezar 10

Date: March 7, 2011

Registration #:

Service Request #: 1-577852350

Priority: Routine

Application Date: March 7, 2011 06:02:30 AM

Correspondent _____

Name: Katarzyna Kaczmarek

Email: kat.kaczmarek@gmail.com

Telephone: +48-662-2757 67 000

Address: kat.kaczmarek@gmail.com
Warsaw, Poland

Mail Certificate _____

Cezar 10
Cezary Pazura
Chelmska 21 bud 4A lok 119
Warsaw, 00-724 Poland

EXHIBIT C

Licence Agreement (Motion Picture)

Between

BASEPROTECT GmbH

Director -Peter Bechthold
Friedrich-Engels-Str.5
67655 Kaiserslautern
Germany

- Baseprotect -

And

CEZAR 10

Director-Cezary Pazura
ul. Chelmska 21 bud 4a/119
00-724 Warszawa
Poland

- LICENSOR-

1. Terms of Contract

LICENSOR produces motion picture and owns and controls all rights, title and interest in the motion picture (incl. sounds, pictures, and any trademarks on further content) as described and specified in the enclosed **Amendment 1** to this agreement here (hereinafter referred to as motion picture). Baseprotect is engaged in the prevention of online exploitation of different rights and / or products and also obtains from producers of motion picture exclusive rights in order to enable Baseprotect in its own name and on its own account to prevent the illegal exploitation of these rights in Filesharing Networks.

Herewith, LICENSOR appoints Baseprotect according to the following provisions. The parties agree that **for LICENSOR** this appointment shall **not produce any costs**.

2. Transfer of Rights / Warranties / Third party claims

LICENSOR, herewith, transfers to Baseprotect for the entire duration of this agreement the worldwide and exclusive right in motion picture listed in attachments to this Agreement with respect to filesharing in P2P networks, e.g. limited to networks where participants are user and supplier at the same time and where a participant makes publicly available content which is stored on his personal computer directly to other participants without inclusion of a centralized server. This transfer of right shall apply to filesharing networks such as bittorrent, eDonkey, eMule, Bearshare, Gnutella, Gnutella2, Kazaa, Limewire, Fast Track, Souseek, GUNet or Kademia **and for remove of illegal copies from file repositories, FTP, social networks and online viewing site's**.

LICENSOR guarantees that he actually owns and controls all rights transferred to Baseprotect here and as a consequence and in case that Baseprotect will be held responsible for any third party claims will hold Baseprotect fully harmless of all such claims. If required and requested by Baseprotect, LICENSOR will at all times immediately support Baseprotect to enable Baseprotect to fully comply with the abovementioned appointment as the case may be to and will therefore especially provide Baseprotect with all documents and / or other proofs to substantiate LICENSORS chains of title.



3. Prosecution of Rights

LICENSOR is aware of the fact, that Baseprotect is detecting and prosecuting illegal offers of the motion picture in said networks and that Baseprotect will take different steps to pursue such offers by all means. For the avoidance of any doubt, LICENSOR herewith confirms that if illegal usage of the motion picture is detected, Baseprotect is fully entitled in its own name and on its own account to take all steps to prepare or initiate proceedings and / or to assert all claims such as e.g. to stop any further exploitation, for information, compensation, reimbursement of expenses and all other claims provided in the applicable laws, rules and regulations. Baseprotect is also fully entitled without LICENSORS consent to conclude all kinds of agreements (in or out of court) that may be necessary to settle any prosecution or pursuance. Baseprotect has the sole power to decide whether and how illegal offers will be prosecuted. Baseprotect bears all costs borne by Baseprotect's prosecution.

4. Reimbursement

In return for the rights granted here, LICENSOR will receive a share of 20 % of all net receipts, collected through Baseprotect and comes on the Baseprotect bank account. (Not including lawyer's fees, I. S. Provider, Lawyer cost, data processing cost or court fees and value-added tax).

For 30 days remove of illegal copies from file repositories, FTP, social networks and online viewing site's pays LICENSOR of his portion 2 € for file.

Baseprotect shall provide LICENSOR with written statements comprising all net receipts actually received within the relevant period on a quarter-annually basis on 31 March, 30 June, 30 September and 31 December. Payments to LICENSOR will be made within two further weeks. If not objected by LICENSOR within twelve (12) month as of the end of the initial quarter, this statement shall automatically be considered as accepted.

Once a year, LICENSOR has the right – at its own expenses – to have Baseprotect's books examined by a neutral and independent certified public accountant. Any incorrectness will lead to additional payments by Baseprotect. Both parties of this contract agree that the result of such control will be kept secret. In case that an examination results in a difference to LICENSORS disadvantage of more than 5 (five percent), Baseprotect will compensate LICENSOR for all costs, that are reasonable and usually paid for comparable examinations.

5. Term

The parties herewith agree to a term of one (1) year as of the date of signature of this agreement here. This term shall extend on a one year basis if not terminated before the initial contract year comes to an end. Regardless of that but always provided that this will not be possible before the end of six (6) month, both parties shall always have the right to terminate this agreement with a three (3) months' notice. Each termination shall always be in writing.

In case that further motion picture is comprised by this agreement, any deadline, period or term shall always calculated on the date the additional motion picture was added.

Both parties' rights to terminate this agreement for serious course remain hereby untouched.

As any motion picture subject of this agreement here independent of any termination of this agreement, Baseprotect will still have the right to continue all prosecutions either out of or in front of a court and finalize all such measures in good faith. Clause 4 of this agreement shall be applicable.



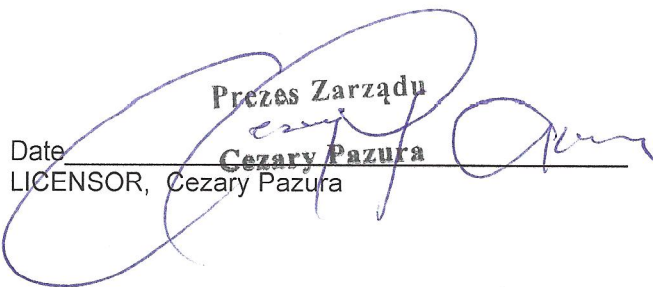
6. Miscellaneous

LICENSOR will provide Baseprotect with sample copies of the motion picture in a way it is usually sold to customers or retail markets. In case, that Baseprotect in order to prosecute or pursue the rights transferred in this agreement here will need more of such samples or requires other technical configurations, LICENSOR on its own costs will provide Baseprotect with such additional pieces.

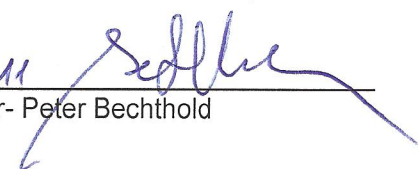
No modification, amendment, waiver, termination or discharge of this agreement or of any term thereof shall binding except by an instrument in writing signed by both parties. This shall also apply to the cancellation of this requirement.

The invalidity of one part or parts of this agreement shall not affect the validity of the entire agreement and the parties hereto agree that they will in good faith substitute such invalid part or party by similar valid clauses.

It is agreed that as to the contractual relations between Baseprotect and LICENSOR the laws of the Federal Republic of Germany shall be applicable. In case of disputes, the competent court for Baseprotect shall have jurisdiction.


Prezes Zarządu
Cezary Pazura
Date _____
LICENSOR, Cezary Pazura

CEZAR 10 Sp. z o.o.
00-724 Warszawa
ul. Chelmska 21, BUD 4A lok. 119,122
NIP: 951-22-27-786, tel./fax 22 851 11 24
e-mail: cezar10.film@gmail.com

Date 07.02.2011 
Baseprotect, Director- Peter Bechthold

baseprotect GmbH

Director Peter Bechthold
Friedrich-Engels-Str. 5
D-67655 Kaiserslautern
HR.NR.-HRB 30781
UID-DE267189130

Amendment 1

Motion picture

Title	Release Date	Territory	Price
Weekend	01-04-2011	World	149zł/39€

Prezes Zarządu
Cezary Pazura
Date _____
LICENSOR, Cezary Pazura

CEZAR 10 Sp. z o.o.
00-724 Warszawa
ul. Chelmska 21, BUD 4A lok. 119,122
NIP: 951-22-27-786, tel./fax 22 851 11 7
e-mail: cezar10.film@gmail.com

Date 03.02.2011
Baseprotect, Director- Peter Bechthold

baseprotect GmbH

Director Peter Bechthold
Friedrich-Engels-Str. 5
D-67655 Kaiserslautern
HR.NR.-HRB 30781
UID-DE267189130

Affidavit

In lieu of an oath and being informed that under the German Criminal Code it is considered a criminal offense to make a false affidavit,

I, Cezary Pazura, director of the company CEZAR 10 ul. Chelmska 21 Bud 4a/119
00-724 Warszawa, Poland

herewith declare as follows:

The Company exclusively owns and controls rights in the motion picture as mentioned hereunder. Company's ownership not only includes all rights in motion picture but also all other rights and claims that may exist also under other legal provisions than the copyright act.

Motion picture

Title	Release Date	Territory	Price
Weekend	01-04-2011	World	149zł/39€

Date _____
LICENSOR, Cezary Pazura

Prezes Zarządu

Cezary Pazura

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